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Electronically Recorded
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Tarrant County Texas

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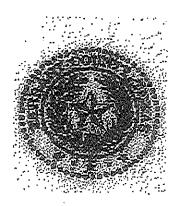
Began Wenker

PGS 3

\$24.00

Suzanne Henderson

Submitter: ACS



DALE PROPERTY SERVICES, LLC ATTN: RECORDING TEAM 500 TAYLOR ST. STE 600 FORT WORTH, TEXAS 76102

Submitter: DALE PROPERTY SERVICES, LLC

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

DO NOT DESTROY

WARNING - THIS IS PART OF THE OFFICIAL RECORD

ELECTRONICALLY RECORDED BY ERXCHANGE

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4-89) — Prid Up With 640 Acres Pooling Provision STANDARD LEASE

PAID UP OIL AND GAS LEASE (No Surface Use)

Electronically Recorded Chesapeake Operating, Inc.

THIS LEASE AGREEMENT is made this 13th day of OCT, 2010, by and between Jack M. Steven and Gerry Stevens, husband and wife whose address is 6508 Carryon Crest Dr. Salt Lake City, Utah 84121, as Lessor, and CHESAPEAKE EXPLORATION, LLC. an Oktahoma limited liability company, whose address is P.O. Box 18496, Oktahoma City, Oktahoma 73154-0496 as Lessee. All printed portions of this lease were prepared by the party 1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor bereby grants, leases and lets exclusively to Lessee the following described leads the provisions.

301 ACRES OF LAND, MORE OR LESS, BEING BIK 1 lot 8, OUT OF THE Ledbetter Park, AN ADDITION TO THE CITY OF Arlington, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN THAT CERTAIN PLAT RECORDED IN VOLUME \underline{A} , PAGE $\underline{8018}$ OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS.

in the county of TARRANT, State of TEXAS, containing 301 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are configuous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

This lease, which is a "paid-up" lease requiring no remals, shall be in force for a primary term of <u>Five</u> (5) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in the provisions hereof.

Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydroc separated at Lessee's separator facilities, the royalty shall be <u>Twenty-Five Percent</u> (25)% of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casing head gas) and all other substances covered hereby, the royalty shall be Twenty-Five Percent (25)% of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder, and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled such well or wells are either shut-in or production there from is not being sold by the sase, such paying quantities or such wells are waiting on hydraulic fracture stimulation, but sold the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut-in or production there from is not being sold by Lessee shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each armiversary of the end of said 90-day period while the well or wells are shut-in or production there from is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on Lessee's failure to properly pay shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production.

4. Al production of similar grade and gravity; (b) for gas (including casing head gas) and all other substances covered hereby, the royalty shall be Twenty-Five Percent

at the last actives known to Lessee shall constitute proper payment. If the depository should isjuictate or be succeeded by another institution, or for any reason fail or refuse to accept payment horeunder, Lessoe shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. Except as provided for in Payanganh 5 at 300e, if Lessee cliffs a well which is incapable of producing in paying quantities (hereinafter called "day hole") on the lessed premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently causes from any cause, including a revision of unit boundaries being maintained in force it lessee commences operations for revorting an existing well or for drilling an additionate. Shall all the production of the payang the production in force it lessees commences operations for revorting an existing well or for drilling an additionate is not drawned being maintained in force in the payang transmitted by the existing production in the lessed promises or large production with within 30 days after completion of a world of the primary term, or at any time thereafter, this lesses is not otherwise being maintained in force but Lessee is then exagged in drilling, reworking or any other on exagged and produced to ordinate the lessed premisers or large the lesses of premisers or large to produce the payang the production in paying quantities because the primary term, or at any paying quantities or a large production where the paying quantities is production in paying quantities because the primary term of a paying quantities in the production of the paying quantities from the lessed premises of the paying quantities in the production of the paying quantities in the production of the paying quantities from uncompleted the production of the paying quantities in the production of the paying quantities in the paying quantities in the paying quantities in the paying quantities in the paying qua

after Lessee has been furnished the original or certified or cuty authenticated capes of the documents establishing such change of ownership to the satisfization of Lessee and June 1 (Lessee has been furnished the original capes). The control of the control of

17. This lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original.

DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good fath negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease could go up or down depending on market conditions. Lessor future market conditions. Neither party to this lease will seek to alter the terms of this lease that Lessor would get the highest price or different terms depending on with any other lessors/oil and was owners.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

LESSOR (WHETHER ONE OR MORE)

Printed Name: Jack Stevens

ACKNOWLEDGMENT

STATE OF TEXAS UPIN COUNTY OF Tarrant -saltlate

Jack Stevens



NOTARY PUBLIC Paige Halligan 583645 My Commission Expires August 16, 2014 STATE OF UTAH

ACKNOWLEDGMENT

STATE OF Texas COUNTY OF Tarrant

SUH LAKE day of October, 2010, by Gerry Stevens

NOTARY PUBLIC Paige Halligan 583645 My Commission Expires August 16, 2014 STATE OF UTAH